

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

## PWGSC/TPSGC Acquisitions Bid Receiving

## Box/Boite de Réception des Soumissions

### Bid Receiving Box/Boîte de Récepti

### 1st Floor/1ière étage, Suite 1212

**100-1045 Main Street**

## Moncton

## New Brunswick

**E1C 1H1**

**Bid Fax: (506) 851-6759**

## Request For a Standing Offer Demande d'offre à commandes

## Regional Individual Standing Offer (RISO)

### Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

**Vendor/Firm Name and Address**

### Raison sociale et adresse du

fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Acquisitions NB/PEI (Moncton Office) – Bureau

d'acquisitions N.-B./Î.-P.-É. (Moncton)

1045 Main Street / 1045, rue Main

Moncton

New Bruns

E1C 1H1

<b>Title - Sujet</b> Install or Repair Chain Link Fences Install or Repair Chain Link Fences and Gates - Standing Offer	
<b>Solicitation No. - N° de l'invitation</b> W6898-220555/A	<b>Date</b> 2021-11-30
<b>Client Reference No. - N° de référence du client</b> W6898-220555	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MCT-042-6085
<b>File No. - N° de dossier</b> MCT-1-44073 (042)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Atlantic Standard Time AST <b>on - le 2021-12-21</b> Heure Normale de l'Atlantique HNA	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Stockman (MCT), Sonia	<b>Buyer Id - Id de l'acheteur</b> mct042
<b>Telephone No. - N° de téléphone</b> (506)961-7412 ( )	<b>FAX No. - N° de FAX</b> (506)851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN B18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b>	
<b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	
<b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation  
W6898-220550/A

Client Ref. No. - N° de réf. du client  
W6898-220550

Amd. No. - N° de la modif.

File No. - N° du dossier  
MCT-1-44073

Buyer ID - Id de l'acheteur  
mct042

CCC No./N° CCC - FMS No./N° VME

## **REQUEST FOR STANDING OFFER (RFSO)**

Install or Repair Chain Link Fences and Gates - Standing Offer

### **IMPORTANT NOTICE TO OFFERORS**

#### **See recently adopted changes**

SI09 COVID-19 Vaccination Requirement and Certification has been added

SC04 COVID-19 Vaccination Requirement Certification Compliance

APPENDIX 8 - COVID-19 Vaccination Requirement Certification has been added

.

#### **ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to SC05 Transition to an e-Procurement Solution (EPS).

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## GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

### GI01 (2016-04-04) Integrity provisions—Offer

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the offer solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the offer solicitation. The Offeror must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy*.
2. Under the Policy, charges and convictions of certain offences against a Offeror, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Offeror is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the offer solicitation, the Offeror must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Offering, Contracting or Entering into a Real Property Agreement”; and
  - b. with its offer, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at Declaration form for procurement.
4. Subject to subsection 5, by submitting an offer in response to this offer solicitation, the Offeror certifies that:
  - a. it has read and understands the *Ineligibility and Suspension Policy*;
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its offer a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where an Offeror is unable to provide any of the certifications required by subsection 4, it must submit with its offer a completed Integrity Declaration Form, which can be found at Declaration form for procurement.
6. Canada will declare non-responsive any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Offeror provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for award of a contract for providing a false or misleading certification or declaration.

### GI02 (2014-03-01) Completion of offer

1. The offer shall be
  - a. submitted on the Offer and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Offer and Acceptance Form that must be identical in content and format to the Offer and Acceptance Form provided through GETS;
  - b. based on the Offer Documents listed in the Special Instructions to Offerors;
  - c. correctly completed in all respects;

- d. signed by a duly authorized representative of the Offeror; and
  - e. accompanied by
    - i. any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.
2. Subject to paragraph 6) of GI11, any alteration to the pre-printed or pre-typed sections of the Offer and Acceptance Form, or any condition or qualification placed upon the offer may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer and Acceptance Form by the Offeror shall be initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
3. Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of offers are not acceptable.
4. Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

#### **GI03 (2015-02-25) Identity or legal capacity of the Offeror**

In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- a. such signing authority; and
- b. the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

#### **GI04 (2015-02-25) Applicable Taxes**

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

#### **GI05 (2014-03-01) Submission of offer**

1. Canada requires that each offer, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Offeror or by an authorized representative of the Offeror.
2. It is the Offeror's responsibility to:
  - a. submit an offer, duly completed, in the format requested, on or before the solicitation closing date and time set;
  - b. In the case of submission by epost Connect, see instructions in GI06.2.ii below.
  - c. obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
  - d. ensure that the Offeror's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the submission containing the Offer; and

- e. provide a comprehensive and sufficiently detailed Offer that will permit a complete evaluation in accordance with the criteria set out in this RFSO.
- f. send its Offer only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the offer solicitation, either by delivering a hard copy or electronic ePost Connect submission as follows:

:

i. **HARD COPY Offer Submission**

PWGSC Acquisitions, Bid Receiving Box  
1st Floor, Suite 1212  
100-1045 Main Street  
Moncton, NB E1C 1H1

ii. **ELECTRONIC Offer Submission by epost Connect service**

- a. Unless specified otherwise in the solicitation, offers may be submitted by using the epost Connect service provided by Canada Post Corporation.
- b. The only acceptable email address to use with epost Connect for responses to solicitation issued by PWGSC is:

**TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca**

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in c., or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

- c. To submit an offer using epost Connect service, the Offeror must either:
  - i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the offer solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- d. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror order to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the solicitation closing date and time.
- e. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
- f. The solicitation number should be identified in the epost Connect message field of all electronic transfers.
- g. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an Offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- h. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:

- i. receipt of a garbled, corrupted or incomplete offer;
    - ii. availability or condition of the epost Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the offer;
    - v. failure of the Offeror to properly identify the offer;
    - vi. illegibility of the offer;
    - vii. security of offer data; or,
    - viii. inability to create an electronic conversation through the epost Connect service.
  - i. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the Offeror using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
  - j. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
  - k. A offer transmitted by epost Connect service constitutes the formal offer of the Offeror.
3. The technical and price components of the offer must be submitted in separate sections as follows:
- a. The offer should be submitted following a "two-section" procedure of which is to include a technical and financial offer.
  - b. The Technical Offer, and any associated document(s), should be provided in a separate section with the following information clearly provided:
    - Section One - Technical Offer;
    - Solicitation Number; and
    - Name of Offeror.
  - c. The Price Proposal Form and associated document(s), the Financial Offer, should be provided in a separate section with the following information clearly provided:
    - Section Two - Financial Offer;
    - Solicitation Number; and
    - Name of Offeror.
4. Timely and correct delivery of offers to the office designated for receipt of offers is the sole responsibility of the Offeror. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror.
5. Offers and supporting information may be submitted in either English or French.
6. Unless otherwise specified in the Special Instructions to Offerors:
- a. the offer shall be in Canadian currency; and
  - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.



### **GI06 (2010-01-11) Revision of offer**

1. An offer submitted in accordance with these instructions may be revised by letter, epost Connect or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall be on the Offeror's letterhead or bear a signature that identifies the Offeror.
2. A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. A letter or facsimile submitted to confirm an earlier revision should be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

### **GI07 (2014-09-25) Rejection of offer**

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1) of GI11, Canada may reject an offer if any of the following circumstances is present:
  - a. the Offeror's offering privileges are suspended or are in the process of being suspended;
  - b. the offering privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with Canada
    - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the Offeror's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
    - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offer on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI11, Canada may consider, but not be limited to, such matters as:
  - a. the quality of workmanship in performing the Work;
  - b. the timeliness of completion of the Work;
  - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
  - d. the completeness and effectiveness of the Offeror's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1), 2) and 3) of GI11, Canada may reject any offer based on a unfavorable assessment of the;

- a. adequacy of the offer price to permit the work to be carried out and, in the case of a offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
  - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
  - c. Offeror's performance on other contracts.
5. Where Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI11, other than subparagraph 2)(a) of GI11, the contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

#### **GI08 (2015-02-25) Offer costs**

No payment will be made for costs incurred in the preparation and submission of an offer in response to the offer solicitation. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

#### **GI09 (2020-05-28) Procurement Business Number**

1. Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on Web site: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>.

#### **GI10 (2013-04-25) Compliance with applicable laws**

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licenses, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1) of GI14, a Offeror shall, if requested, provide a copy of every valid license, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of GI14 shall result in disqualification of the offer.

#### **GI11 (2010-01-11) Performance evaluation**

1. Offerors shall take note that the performance of the Offeror during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Offeror's performance be considered unsatisfactory, the Offeror's offering privileges on future work may be suspended indefinitely.
2. The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

## **GI12 (2011-05-16) Conflict of interest—unfair advantage**

1. In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:
  - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by a Offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## **GI13 (2016-04-04) Code of Conduct for Procurement—offer**

The Code of Conduct for Procurement provides that Offerors must respond to offer solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the offer solicitation and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the offer non-responsive.

## **SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)**

### **SI01 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to one (1) Standing Offers, each for a period of two (2) years. The total dollar value of all Standing Offers is estimated to be \$747,500.00 (GST or HST included). Individual call-ups will vary up to a maximum of \$60,000.00 (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

### **SI02 OFFER DOCUMENTS**

1. The following are the Offer Documents:
  - a. Request for Standing Offer - Page 1;
  - b. General Instructions to Offeror's- Construction Services
  - c. Special Instructions to Offerors;
  - d. Clauses & Conditions identified in "Call-up Clauses or Resulting Contract Documents;
  - e. Drawings and Specifications;
  - f. Price Proposal form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

Submission of an Offer constitutes acknowledgement that the Offeror has read and agrees to be bound by these documents.

2. Offers received by fax will be accepted as official.

GI07, add following paragraph;

3. Offers received by fax will be accepted as official and must meet the following requirements
  - a. Must be completed on the Price Proposal Form
  - b. Must indicate
    - Request for standing offer number;
    - Solicitation number;
    - Offeror's name and
    - Closing Date and Time
  - c. Must be received before offer closing time at fax number (506) 851-6759

### **SI03 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this Offer must be submitted in writing to the Contracting Authority named on the Request for Standing Offer (RFSO) Page 1 at e-mail address Sonia.stockman@tpsgc-pwgsc.gc.ca. Enquiries should be received no later than 5 calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Offerors the Contracting Authority will examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this offer sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the offer being declared non-compliant.

### **SI04 QUANTITY**

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements. The making of an offer by the Offeror shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

### **SI05 PWGSC OBLIGATION**

A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

### **SI06 REVISION OF OFFER**

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors – Construction Services to Offerors". The facsimile number for receipt of revisions is (506) 851-6759

### **SI07 OFFER VALIDITY PERIOD**

1. The offer cannot be withdrawn for the period of 60 days following the RFSO closing date.
2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
3. If the extension referred to in paragraph 2 of SI08 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
4. If the extension referred to in paragraph 2 of SI09 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
  - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the request for proposal.
5. The provisions expressed herein do not in any manner limit Canada's rights in law or under G108.

## **SI08 RIGHTS OF CANADA**

1. Canada reserves the right to:

- a. Reject any or all bids received in response to the bid solicitation;
- b. Enter into negotiations with bidders on any or all aspects of their bids;
- c. Accept any bid in whole or in part without negotiations;
- d. Cancel the bid solicitation at any time;
- e. Reissue the bid solicitation;
- f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
- g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

## **SI09 COVID-19 VACCINATION REQUIREMENT AND CERTIFICATION**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. All offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFSO (Appendix 8), to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the offer will render the offer non-responsive.

## **SI10 BID CHALLENGE AND RECOURSE MECHANISMS**

(a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## **SI11 WEB SITES**

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks.  
The following is a list of the addresses of the Web sites:

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Industrial Security Services <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form  
<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

Performance Bond (form PWGSC-TPSGC 505)  
[http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

Trade agreements  
<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

## CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

1. The following are the "call up" contract documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Price Proposal Form and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses

GC1 General Provisions – Construction Services	R2810D	(2017-11-28);
GC2 Administration of the Contract	R2820D	(2016-01-28);
GC3 Execution and Control of the Work	R2830D	(2019-11-28);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2019-11-28);
GC6 Delays and Changes in the Work	R2860D	(2019-05-30);
GC7 Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8 Dispute Resolution	R2880D	(2019-11-28);
GC9 Contract Security	R2890D	(2018-06-21);
GC10 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
Supplementary Conditions		
  - e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Offeror before acceptance of the offer; and
  - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Price Proposal Form submitted.



## **STANDING OFFER PARTICULARS (SOP)**

### **SOP01 GENERAL**

1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer if, and when the Technical Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Offeror understands and agrees that:
  - a. a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
  - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
  - c. Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
  - d. the Standing Offer cannot be assigned or transferred in whole or in part;
  - e. the Standing Offer may be set aside by Canada at any time.

### **SOP02 Period of the Standing Offer**

The period for placing call-ups against the Standing Offer shall be from April 01, 2022 to March 31, 2024

### **SOP03 Call-up Limitation**

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$60,000.00 (Applicable Taxes included). Canada will keep track of expenditures and ensure that they do not exceed the maximal allocated total percentage of each retained Offeror.

### **SOP04 Call-up Procedure**

1. Services will be called-up as follows:
  - a. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Offeror's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.
2. The Offeror will be authorized in writing by the Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form 2829. See Annex D

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## **SOP05 STANDING OFFER RESPONSIBLES**

The Contracting Authority is responsible for the establishment and administration of the Standing Offer and it's revision if needed. The Contracting Authority is responsible for all contractual related questions regarding call-ups.

### Standing Offer Contracting Authority is:

Name : Sonia Stockman

Title : Supply Officer

Department : Public Works and Government Services Canada

Division : Acquisitions

Telephone : 506-961-7412

e-mail : sonia.stockman@pwgsc-tpsgc.g.ca

The Technical Authority represents the Department or Organisation for which the works are executed within a call-up. The Departmental Representative is responsible for all technical related questions regarding call-ups.

### Standing Offer Technical Authority is:

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Department : \_\_\_\_\_

Division : \_\_\_\_\_

Telephone : \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

e-mail : \_\_\_\_\_

### The selected Offeror for the standing offer is :

Name : \_\_\_\_\_

Contact : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone : \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

e-mail : \_\_\_\_\_

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 SECURITY CLEARANCE REQUIREMENTS, DOCUMENT SAFEGUARDING**

There is no documents safeguarding security requirement applicable to this Contract.

### **SC02 LIMITATION OF LIABILITY**

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
  - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence, as referred to in the insurance requirements of the Contract.
  - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

### **SC03 INSURANCE TERMS**

- 1) Insurance Contracts
  - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
  - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the agreement. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the agreement and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force and be maintained throughout the duration of the standing offer period.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its offer, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

**SC04 COVID-19 VACCINATION REQUIREMENT CERTIFICATION COMPLIANCE**

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

**SC05 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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## APPENDIX 1 - PRICE PROPOSAL FORM

### BA01 IDENTIFICATION

Install or Repair Chain Link Fences and Gates - Standing Offer

### BA02 BUSINESS NAME AND ADDRESS OF OFFEROR

Name:					
Address:					
Telephone:		Fax:		PBN:	
E-mail address:					
Contract Security Program Organisation Number (when required)					

### BA03 THE OFFER

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.

2. It is PWGSC's intention to authorize up to (1) Standing Offer from April 1, 2022 until March 31, 2024. The total dollar value of all Standing Offers is estimated to be (\$747,500.00) (GST or HST included). Individual call-ups will vary, up to a maximum of (\$60,000) (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

### BA04 OFFER VALIDITY PERIOD

The offer must not be withdrawn for a period 60 days following the date of solicitation closing.

### BA05 SIGNATURE

--

Name and title of person authorized to sign on behalf of Bidder (Type or print)

--

Signature

--

Date

## APPENDIX 1- PRICE PROPOSAL FORM-CONTINUED

### BA05- THE OFFER

Note: It is mandatory that the bidders submit firm rates for the Period of the Standing Offer Agreement for all items listed hereafter. Unit Price Tables, will be considered as the bidder's Financial Proposal. **Zero dollars or "included" will not be considered a price and will render the bid non-responsive. Bidders must provide individual prices for each item and or designation.** The estimated quantity entered in column four for each item is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded

### BASIS OF PAYMENT

01 April 2022 TO 31 March 2024

Item #	Class of Service	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Price for linear foot of eight foot (8') high fence between the terminal posts; complete with 3 strand barb wire	Linear foot	12,000		
2	Price for fence fabric to be buried to the depth of 300mm for security fence project	Linear foot	5,000		
3	Price for Terminal posts, price to include fittings, bracing and concrete	Each	120		
4	Price for Corner posts, price to include fittings, bracing and concrete	Each	300		
5	Price for Gate posts, price to include fittings, bracing and concrete	Each	20		
6	Price for Cantilever gate per linear foot of opening, price will include all materials for installation	Linear foot	240		
7	Price for 8' Cantilever Gate with raised roller back frame will include all materials for installation	Linear foot	120		
8	Price for Swing Gate per linear foot of opening, price will include all materials for installation.	Linear foot	120		
9	Price for linear foot of six foot (6') high fence between the terminal posts; complete with 3 strand barb wire	Linear foot	12,000		
10	Price for fence fabric to be buried to the depth of 300mm for security fence project	Linear foot	5,000		
11	Price for Terminal posts, price to include fittings, bracing and concrete	Each	120		
12	Price for Corner posts, price to include fittings, bracing and concrete	Each	300		

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Item #	Class of Service	Unit of Measure	Estimated Quantity	Unit Price	Total
13	Price for Gate posts, price to include fittings, bracing and concrete	Each	20		
14	Price for Cantilever gate per linear foot of opening, price will include all materials for installation	Linear foot	240		
15	Price for 6' Cantilever gate with raised roller back frame will include all materials for installation	Linear foot	240		
16	Price for Swing Gate per linear foot of opening, price will include all materials for installation.	Linear foot	120		
17	Hourly rate for Foreman	Hours	200		
18	Hourly rate for Installer/labourer	Hours	400		
19	Rate per hour for Auger Truck (Pressure Digger) complete with operator; as per section 32 31 13, para 1.6	Hours	100		
20	Rate per hour for Air compressor, rock drill and post pounder	Hours	100		
21	Rate per hour for Trac Skid Steer complete with all attachments for fence installation	Hours	100		
22	Other materials not listed above will be invoiced at contractors cost, supported by invoices plus a percentage for mark-up. The Contractor is to submit a percent of mark-up for tendering purposes. _____%	Allowance	\$150,000	\$ _____ mark-up in \$	\$ _____ allowance + mark-up
<b>TOTAL ESTIMATED COST</b>					\$





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### **APPENDIX 3 - SCOPE OF WORK**

(see attached)

## **APPENDIX 4 - TECHNICAL OFFER**

### **Certifications Precedent to Standing Offer Award**

1. Within seven (7) days of request from Standing Offer Authority and prior to award, provide proof that the Offeror is an established Fencing Contractor with a minimum of three (3) years of proven Commercial Fence Contract work.
2. Within seven (7) days of request from Standing Offer Authority and prior to award, provide proof that the Offeror is a member and in good standing of the CFIA, Canadian Fence Industry Association
3. Within seven (7) days of request from Standing Offer Authority and prior to award, provide proof that the Offeror is a member of the NBCSA, New Brunswick Construction Safety Association.
4. Within seven (7) days of request from Standing Offer Authority and prior to award, provide proof that the Offeror is a member and in good standing with WorkSafeNB.
5. All employees conducting work at any location described in this specification will hold a current Standard First Aid Certification. Proof of such must be provided within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.
6. All employees conducting work at any location described in this specification will hold a current WHMIS Certification. Proof of such must be provided within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.
7. Within seven (7) days of request from contracting authority and prior to award of Service Contract, provide proof that bidder has an account in good standing with the Provincial Workers Compensation Board//commission.
8. Within seven (7) days of request from Contracting Authority and prior to award of the Service Contract, Contractor must provide proof of \$2 Million General Liability Insurance.

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## **APPENDIX 5 - EVALUATION PROCEDURES OR BASIS OF SELECTION**

### **1. Evaluation Procedures**

(a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the financial evaluation criteria.

#### **1.1 Financial Evaluation**

1.1.1 SACC Manual Clause M0220T (2016-01-28), Evaluation of Price

1.1.2 Offers will be evaluated on the basis of the lowest overall total estimated amount (HST Extra). Offerors are required to bid on all items in the Price Proposal Form, or their bid may be considered non-responsive.

### **2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offer to be declared responsive.

**The responsive offer with the lowest evaluated price will be recommended for issuance of a Standing Offer.**

## **APPENDIX 6 VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES**

(page 1 of 2)

### **PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE**

1. To encourage employers to participate in apprenticeship training, Offerors, bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios \* and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at page 2 of 2.

If you accept fill out and sign page 2 of 2.

*\* The journeyman-apprentice ratio is defined as the number of qualified/certified journeymen that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

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**Voluntary Certification**  
(To be filled out and returned with offer on a voluntary basis)  
(page 2 of 2)

*Note: The Offeror will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex B*

Name:	
Signature:	
Company Name:	
Company Legal Name:	
Standing Offer Solicitation Number:	
Number of company employees:	
Number of apprentices planned to be working on this contract:	

Trades of those apprentices:


## APPENDIX 7-DEFINITIONS

### Fully Vaccinated - COVID-19 (supplier personnel delivering services in Canada as of October 6, 2021)

Supplier personnel are considered fully vaccinated 14 days after they have either:

- Received both doses of a Health Canada authorized vaccine that requires 2 doses to complete the vaccination series (as of September 16, 2021): Pfizer-BioNTech Comirnaty COVID-19 vaccine, Moderna Spikevax COVID-19 vaccine, or AstraZeneca Vaxzevria COVID-19 vaccine.
- Received mixed dose vaccination series are accepted as long as it aligns with NACI Recommendations on the use of COVID-19 vaccines.
- Received 1 dose of a Health Canada authorized vaccine that only requires 1 dose to complete the vaccination series (as of September 16, 2021): Janssen (Johnson & Johnson) COVID-19 vaccine.
- For current residents of Quebec only, have had a laboratory-confirmed COVID-19 infection followed by at least 1 dose of a Health Canada authorized COVID-19 vaccine.

Definition will be adjusted if and as required when the National Advisory Committee on Immunization (NACI) makes any future recommendations.

### Fully Vaccinated - COVID-19 (supplier personnel delivering services outside of Canada as of October 6, 2021)

Supplier personnel are considered fully vaccinated 14 days after they have either:

- Received 1 additional dose of an mRNA vaccine at least 28 days after a complete or incomplete course/series of a non-Health Canada authorized vaccine.
- Met the definition for fully vaccinated in the jurisdiction in which they currently reside.
- Received 3 doses of any COVID-19 vaccine regardless if they are Health Canada authorized vaccines or non-Health Canada authorized vaccines.

Definition will be adjusted if and as required when the National Advisory Committee on Immunization (NACI) makes any future recommendations.

### Partially vaccinated

For the purpose of this Policy "partially vaccinated" refers to supplier personnel who have received 1 dose of a Health Canada authorized vaccine, but who have not received a full vaccination series, and do not meet the definition of fully vaccinated.

### Personnel

Means all persons employed by the supplier or conducting work for or on behalf of the supplier, including but not limited to, subcontractors, subcontractors' employees, consultants and agents.

### Supplier

For the purpose of this Policy Notification, the term 'supplier' includes bidders, contractors, offerors, and suppliers (in the context of Supply Arrangements).

### Vaccination

Vaccination is the term used for receiving a vaccine, usually through an injection.

### Vaccine

A vaccine is a substance used to stimulate the immune system and provide immunity against one or several diseases, prepared from the causative agent of a disease, its products, or a synthetic substitute, treated to act as an antigen without inducing the disease.

### Workplace

Means a place of work owned or operated by the Government of Canada where employees of the Government of Canada are engaged in work for the Government of Canada.

## APPENDIX 8 - COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_ (*name of business*) pursuant to Contract  
\_\_\_\_\_ (*contract number*), warrant and certify that all personnel that  
\_\_\_\_\_ (*name of business*) will provide on this Contract who access federal  
government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default if a certification is found to be untrue, whether made knowingly or unknowingly, during the contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

This certification supersedes any previous certification submitted to the Government of Canada regarding compliance with the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel under the aforementioned contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
W6898-220550/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
mct042

Client Ref. No. - N° de réf. du client  
W6898-220550

File No. - N° du dossier  
MCT-1-44073

CCC No./N° CCC - FMS No./N° VME

Optional

For data purposes only, initial below if your business already has its own vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

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Solicitation No. - N° de l'invitation  
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mct042

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**ANNEX A - CERTIFICATE OF INSURANCE (NOT REQUIRED AT SOLICITATION CLOSING)**  
**CERTIFICATE OF INSURANCE**

Page 1 of 2



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Description and Location of Work					Contract No.	
					Project No.	
Name of Insurer, Broker or Agent		Address (No., Street)	City	Province	Postal Code	
Name of Insured (Contractor)		Address (No., Street)	City	Province	Postal Code	
Additional Insured						
<i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>						
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
				\$	\$	\$
I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.						
<div></div>				<div></div>		
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)				Telephone number		
<div></div>				<div></div>		
Signature				Date D / M / Y		

**CERTIFICATE OF INSURANCE Page 2 of 2**

General

Solicitation No. - N° de l'invitation  
W6898-220550/A

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The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 day notice in writing in advance of any cancellation or change or amendment restricting coverage.

**WITHOUT INCREASING THE LIMIT OF LIABILITY, THE POLICIES MUST PROTECT ALL INSURED PARTIES TO THE FULL EXTENT OF COVERAGE PROVIDED. FURTHER, THE POLICIES MUST APPLY TO EACH INSURED IN THE SAME MANNER AND TO THE SAME EXTENT AS IF A SEPARATE POLICY HAD BEEN ISSUED TO EACH.**

#### **COMMERCIAL GENERAL LIABILITY**

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

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CCC No./N° CCC - FMS No./N° VME

**ANNEX B - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT**  
(Sample)

*(This report is not required at Offer deposit)*

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Call-up, whichever comes first, to the Contracting Authority.

Number of apprentices hired	Trade

Solicitation No. - N° de l'invitation  
W6898-220550/A

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mct042

CCC No./N° CCC - FMS No./N° VME

## **ANNEX C - LISTING OF SUBCONTRACTORS/SUPPLIERS (COULD BE ASKED FOR ON INDIVIDUAL CALL-UPS)**

**On request from the Project Manager, to be submitted on call-ups**

### **LISTING OF SUBCONTRACTORS AND SUPPLIERS**

The Offeror must submit the list of Subcontractors/Suppliers for any division of the Work as listed in the table below. If "own forces" of the General Contractor are planned to be used to execute certain division(s) of work, it must also be indicated in the table below.

	Subcontractor/Supplier	Division
1		
2		
3		
4		

Solicitation No. - N° de l'invitation  
W6898-220550/A

Client Ref. No. - N° de réf. du client  
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Buyer ID - Id de l'acheteur  
mct042

CCC No./N° CCC - FMS No./N° VME

## ANNEX D – FORM 2829 SAMPLE



Public Works and  
Government Services  
Canada

Travaux publics et  
Services gouvernementaux  
Canada

### CALL-UP AGAINST A STANDING OFFER COMMANDE SUBSÉQUENTE À UNE OFFRE PERMANENTE

In accordance with  
STANDING OFFER NO.

Conformément à  
l'OFFRE PERMANENTE N°

Call-up no. - N° de commande

Dated  
and the terms and conditions therein, you are  
requested to carry out the work described below.

en date du  
et les modalités qui y sont énumérées, vous êtes prié  
d'exécuter les travaux décrits ci-après.

Contractor's name and address - Nom et adresse de l'entrepreneur		Send invoice to - Expédier la facture à
Project no. - N° du projet	Note: Quote standing offer number, project number and call-up number on your invoice. Inscrire le numéro de l'offre permanente, le numéro du projet et le numéro de commande sur la facture.	
Location of work - Endroit des travaux		Call-up cost, GST extra - Coût de la commande, TPS en plus

Work description - Description des travaux

**SAMPLE ONLY**  
**ÉCHANTILLON SEULEMENT**

Certified pursuant to subsection 32 (1) of the Financial Administration Act  
Certifié en vertu du paragraphe 32 (1) de la Loi sur la gestion des finances publiques

Signature

Date

Departmental Representative - Représentant du ministère

Signature

Date

PWGSC-TPSGC 2829 (03/2006)




**DEPARTMENT OF NATIONAL DEFENCE  
REAL PROPERTY OPERATIONS  
DETACHMENT (GAGETOWN)  
5 CDSB GAGETOWN**


**SPECIFICATION**

**STANDING OFFER AGREEMENT  
INSTALL OR REPAIR CHAIN LINK FENCES AND GATES  
BASE AND TRAINING AREA  
01 APRIL 2022 TO 31 MARCH 2024**

  
Designed by

  
Fire Inspector

  
Project O

  
Engineering O

**PF No:**  
**Job No:** L-G2-9301/258

**Date:** 2021-05-19

<b>NATIONAL DEFENCE</b>	<b>LIST OF CONTENTS</b>	<b>SECTION 00 01 11</b>
<b>JOB NO.L-G2-9301/258</b>		<b>PAGE 1</b>
<b>5 CDSB GAGETOWN, N.B.</b>		<b>2021-05-19</b>

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	5
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety Requirement	2
01 35 35	Fire Safety Requirements	3
01 35 43	Environmental Protection	1
<u>Division 32 - Exterior Improvements</u>		
32 31 13	Material and Equipment	2
32 31 26	Wire Fence and Gates	3

**END OF SECTION**

### **1.01 DESCRIPTION OF WORK**

- .1 The work under this Standing Offer Agreement comprises the furnishing of all labour, material, tools, equipment, transportation, supervision, and expenses required to install or repair chain link fences and gates as and when required at 5 CDSB Gagetown, Oromocto, NB, as directed by the Engineer and specified herein.
- .2 All deliveries associated with this contract must comply with all Government of Canada legislation, policies, and directives. These include, but are not limited to, the Official Languages Act, Canadian Labour Code, National Building Code of Canada, Defence Production Act, Government Contracting Regulations, and others.

### **1.02 DURATION OF CONTRACT**

- .1 This Standing Offer Agreement will extend from 01 April 2022 to 31 March 2024

### **1.03 DOCUMENTS REQUIRED**

- .1 Maintain at the job site, one copy each of the following:
  - .1 Specifications;
  - .2 Addenda; and
  - .3 Dig Permit (from Engineer).
- .2 Training area pass for personnel and vehicles for work in Training Area issued by Range Control.

### **1.04 ENGINEER**

- .1 The Engineer, as defined and stated in these specifications will be the Officer Commanding, Real Property Operations Detachment (Gagetown) or a designated representative. The address of the Engineer is:
  - Contracts Office
  - Real Property Operations Det. Gagetown
  - Building B-18
  - 238 Champlain Avenue
  - PO Box 17000 Stn Forces
  - Oromocto, NB E2V 4J5
  - Tel: (506) 422-2677
  - Fax: (506) 422-1248

### **1.05 CERTIFICATIONS AND REFERENCES**

- .1 The below certifications are mandatory requirements. All certifications and references will be checked prior to award of contract.
  - .1 Contractor must be an established Fencing Contractor with a Minimum of 3 years of proven Commercial Fence Contract work.
  - .2 Contractor must be a member and in good standing of the CFIA, Canadian Fence Industry Association.
  - .3 Must be a member of the NBCSA, New Brunswick Construction Safety Association.
  - .4 Must be a member and in good standing with WorkSafeNB.



- .5 All employees conducting work at any location described in this specification will hold a current Standard First Aid Certification.
- .6 All employees conducting work at any location described in this specification will hold a current WHMIS Certification.

#### **1.06 CONTRACTOR'S USE OF SITE**

- .1 Access to the site of the work to be as directed by the Engineer.
- .2 Travel on the training area roads is dangerous and is prohibited without prior authority.
- .3 Entry and exit to the base is to be controlled by the Engineer. The Contractor is required to sign in prior to accessing the work site and sign out after leaving the worksite. Sign in/out sheet is available just outside of the Contracts Office located at Building B18.
- .4 All vehicles entering and exiting the Base are subject to search.
- .5 Movement around the site is subject to restrictions laid down by the Engineer.
- .6 Do not unreasonably encumber the site with materials or equipment.

#### **1.07 DAMAGE TO FACILITIES**

- .1 The Contractor will take all necessary precautions to protect and prevent damage to all property and installations. Damage caused by the Contractor will be made good at the contractors expense without undue delay, to the complete satisfaction of the Engineer.

#### **1.08 CODES AND STANDARDS**

- .1 Perform work in accordance with the National Building Code of Canada (latest edition) and Provincial Regulations, unless otherwise specified.
- .2 Work to meet or exceed requirements of standards, codes and referenced documents.

#### **1.09 SETTING OUT OF WORK**

- .1 Assume full responsibility for and execute complete layout of work.
- .2 Provide devices needed to lay out and construct work.
- .3 Supply stakes and other survey markers required for laying out work.

#### **1.10 CUTTING, FITTING AND PATCHING**

- .1 Execute cutting, fitting, and patching required to make work fit properly together.
- .2 Where new work connects with existing and where existing work is altered, cut, patch and make good to match existing work.

### 1.11 SANITARY IN FACILITIES

- .1 Provide sanitary facilities for work force accordance with governing regulations and ordinances.

### 1.12 CLEAN UP

- .1 On completion of all work, remove all surplus materials, plant, tools, equipment and debris, and leave the building and site in a clean and tidy condition to the complete satisfaction of the Engineer. The Contractor will not remove any salvageable material or equipment from the job site without prior approval from the Engineer.

### 1.13 HOURS OF WORK

- .1 The Contractor will comply with the normal hours of work in effect at the Base during the period of this contract. On site negotiations between the contractor and the Engineer may extend the hours of work to take advantage of weather conditions, or for other reasons such as to ensure compound security, as approved in writing by the Engineer.

### 1.14 WORK REQUISITION

- .1 The work to be performed shall be requisitioned on Form CF - 942, Call Up Against A Standing Offer, when ordered by the Engineer as follows:
  - .1 The Contractor will provide service during and after regular working hours including Saturdays, Sundays and Holidays;
  - .2 The Contractor will provide, in writing, to the Engineer the telephone number or location at which they or their representative may be contacted at all times;
  - .3 The Contractor, on receipt of the Standing Offer Agreement will be advised by the Engineer in writing, the names of the persons authorized to request service. Work undertaken at the request of others will be entirely at the Contractor's risk with regard to payment;
  - .4 The Contractor will not refuse any call for service requested by the Engineer and will respond within 48 hours on normal service calls and 4 hours on emergency calls;
  - .5 The Contractor will inform the Engineer 24 hours in advance of arrival on site for scheduled work for an approximate time period.
  - .6 When service is required, the Engineer will notify the Contractor and detail the job. The CF 942 will detail the work to be done and will be signed by an authorized person;
  - .7 The Contractor will report to the Engineer prior to starting work and upon completion of work on a daily basis; and
  - .8 The Contractor will proceed to the location of the job and carry out the work continuously until completed. Upon completion of the work detailed on Form CF - 942 the Contractor will report to the Engineer and have the company work ticket initialed indicating the work has been satisfactorily completed. The date and hours worked for each job will be shown on the company work ticket. The Contractor will retain one copy of Form CF - 942. The contractor will submit the original and one copy of all invoices pertaining to work under this contract to the Engineer upon completion of the work. Call Up Form CF - 942 and copies of company work ticket initialed by Engineer to be attached to submitted invoices.

- .9 Invoices must be submitted to Engineer within 14 days of completion of work.

#### 1.15 QUANTITIES AND BASIS OF PAYMENT

- .1 The work under this agreement will be paid on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by them in respect of the work.
- .2 The Contractor will submit the prices in accordance with the specification. Such prices will include the Contractor's cost for tools, labour, materials, equipment, transportation, (travel time to and from the contractors base of operation will be included in the rates provided), supervision, and expenses, based on a standard 8 foot high chain link fence.
- .3 Rate per hour for personnel on site and working during and after regular working hours including Saturdays, Sundays and Holidays for installation and repair service to include all expenses:
- .1 Price for linear foot of eight foot (8') high fence between the terminal posts; complete with 3 strand barb wire.
  - .2 Price for fence fabric to be buried to the depth of 300mm for security fence project.
  - .3 Price for Terminal post, price to include fittings, bracing and concrete;
  - .4 Price for Corner post, price to include fittings, bracing and concrete.
  - .5 Price for Gate post, price to include fittings, bracing and concrete.
  - .6 Price for Cantilever gate per linear foot of opening, price will include all materials for installation.
  - .7 Price for 8' Cantilever Gate with raised roller back frame will include all materials for installation.
  - .8 Price for a Swing Gate per linear foot of opening, price will include all materials for installation.
  - .9 Price for linear foot of six foot (6') high fence between the terminal posts; complete with 3 strand barb wire.
  - .10 Price for fence fabric to be buried to the depth of 300mm for security fence project.
  - .11 Price for Terminal post, price to include fittings, bracings and concrete.
  - .12 Price for Corner post, price to include fittings, bracing and concrete.
  - .13 Price for Gate post, price to include fittings, bracing and concrete.
  - .14 Price for Cantilever gate per linear foot of opening, price will include all materials for installation.
  - .15 Price for 6' Cantilever Gate with raised roller back frame will include all materials for installation.
  - .16 Price for a Swing Gate per linear foot of opening, price will include all materials for installation.
  - .17 Hourly Rate for Foreman.
  - .18 Hourly Rate for Installer/labourer.
  - .19 Rate per hr for Auger Truck (Pressure Digger) complete with operator; as per section 32 31 13, para 1.6.
  - .20 Rate per hr for Air compressor, rock drill and Post pounder.
  - .21 Rate per hr for Trac Skid Steer complete with all attachments for fence installation.
  - .22 Other Materials not listed above will be invoiced at contractors cost,

supported by invoices plus a percentage mark-up.

- .4 Time charged and contract price of materials (if any) used may be verified by Government Audit before or after payment is made under the terms of this contract.
- .5 The above quantities may increase or decrease and are to be used by the contractor as a guide. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.

#### **1.16 WORKMANSHIP**

- .1 Workmanship will be of a uniformly high standard and in accordance with generally accepted trade practice.

#### **1.17 CONTRACTOR PASSES**

- .1 All Contractor employees will carry a authorized Contractor pass on their persons when employed on DND property. Such passes will be produced when requested by the Military Police, Commissionaires, Security Guards and persons in authority.
- .2 The Contractor will complete an application form for contractor passes for each individual. The Contractor will accompany the employee to the Military Police Identification Section building F-19 for the issuance of pass.
- .3 A photocopy of passes is to be provided to the Engineer.
- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section by the Contractor.

#### **1.18 SECURITY CLEARANCES**

- .1 The Contractor shall maintain an up to date roster of all employees involved in the contract including managers, supervisors and labourers. This roster will be made available to the Engineer upon demand.

**END OF SECTION**

#### **1.01 REFERENCES**

- .1 Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations.
- .2 Province of New Brunswick Occupational Health and Safety Act, 1991.

#### **1.02 REGULATORY REQUIREMENTS**

- .1 Do work in accordance with the safety measures of the Canada Labour Code Part II, the New Brunswick Occupational Health and Safety Act and WorkSafeNB provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

#### **1.03 RESPONSIBILITY**

- .1 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
- .2 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.
- .3 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work.

#### **1.04 UNFORESEEN HAZARDS**

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of New Brunswick. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.

#### **1.05 CORRECTION OF NON-COMPLIANCE**

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.
- .2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

#### **1.06 WORK STOPPAGE**

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.

#### 1.07 SAFETY MEASURES

- .1 Observe and enforce safety regulations required by Canada Labour Code, N.B. Regulation 91-191, WorkSafeNB; Municipal Statutes; Authorities and CE Branch Safety Policy.
- .2 In event of conflict between any provisions of above authorities the most stringent provision governs.
- .3 Contractor shall ensure employees follow applicable regulations and wear CSA class 1 protective footwear, ear defenders, CSA approved eye protection, shirts and long pants at all times while installing and repairing chain link fences.
- .4 Personnel working in, on and around moving equipment shall wear highly visible clothing.
- .5 The contractor shall ensure that employees have sufficient Personal Protective Equipment to guard them from all hazards to which they may be exposed.

#### 1.08 WHMIS

- .1 Comply with regulations regarding Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of Material Safety Data Sheets acceptable to Human Resources Skills Development Canada and Health Canada.

END OF SECTION

#### 1.01 FIRE SAFETY PLAN

- .1 Contractors and their personnel will be familiar with this section as well as The National Fire Code of Canada, latest edition and applicable building fire orders which are posted in all DND buildings.

#### 1.02 FIRE DEPARTMENT BRIEFING

- .1 The Engineer shall coordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Fire Chief before any work is commenced.

#### 1.03 REPORTING FIRES

- .1 Know the location of nearest fire alarm box and telephone, including the emergency phone number.
- .2 Report immediately all fire incidents to the Fire Department as follows:
  - .1 Activate the nearest internal fire alarm pull station; or
  - .2 Telephone: 911; and
  - .3 Depart building to a safe area for that building.
- .3 If in the training area you must also call Range Control 422-2482.
- .4 When reporting a fire by telephone, give the location of the fire, name or number of building and be prepared to verify the location.

#### 1.04 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS

- .1 Fire protection and alarm systems shall not be:
  - .1 Obstructed.
  - .2 Shut-off.
  - .3 Left inactive at the end of a working day or shift without notification and authorization from the Fire Chief or his representative.
- .2 Fire hydrants, standpipes and hose systems shall not be used for other than firefighting purposes unless authorized by the Fire Chief.

#### 1.05 FIRE EXTINGUISHERS

- .1 The Contractor shall supply fire extinguishers, as scaled by the Fire Chief, necessary to protect, in an emergency, the work in progress and the contractors physical plant on site.

#### 1.06 BLOCKAGE OF ROADWAYS

- .1 The Fire Chief shall be advised of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by the Fire Chief, erecting of barricades and the digging of trenches.

#### 1.07 SMOKING PRECAUTIONS

- .1 Although smoking is not permitted in hazardous areas, care must still be exercised in the use of smoking materials in non-restricted areas. Smoking

is not permitted in DND buildings.

#### 1.08 RUBBISH AND TO WASTE MATERIALS

- .1 Rubbish and waste materials are to be kept a minimum.
- .2 The burning of rubbish is prohibited unless approved by the Fire Chief.
- .3 Removal:
  - .1 All rubbish, greasy or oily rags or materials subject to spontaneous combustion shall be removed from the work site at the end of the work day or shift or as directed.
- .4 Storage:
  - .1 Extreme care is required where it is necessary to store oily waste in work areas to ensure maximum possible cleanliness and safety.

#### 1.09 FLAMMABLE LIQUIDS

- .1 The handling, storage and use of flammable liquids are to be governed by the current National Fire Code of Canada (Latest Edition).
- .2 Flammable liquids such as gasoline, kerosene, naphtha may be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing the Underwriter's Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 45 litres for work purposes, requires the permission of the Fire Chief.
- .3 Transfer of flammable liquids is prohibited within buildings.
- .4 Transfer of flammable liquids shall not be carried out in the vicinity of open flame or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38°C such as naphtha or gasoline shall not be used as solvents or cleaning agents.
- .6 Flammable waste liquids, for disposal, shall be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and the Fire Department is to be notified when disposal is required.

#### 1.10 . HAZARDOUS SUBSTANCES

- .1 If the work entails the use of any toxic or hazardous materials, chemicals and/or explosives, or otherwise creates a hazard to life, safety or health, work shall be in accordance with the National Fire Code of Canada (Latest Edition).
- .2 The Fire Chief is to be advised, and a "Hot Work" permit issued in all cases involving welding, burning or the use of blow torches and salamanders, in buildings or facilities. Special precautions are necessary to safeguard life and property from damage by fire or explosives.
- .3 Wherever work is being carried out in dangerous or hazardous areas involving the use of heat, fire watchers, equipped with sufficient fire extinguishers shall be provided. The determination of dangerous or hazardous areas along



with the level of precaution necessary for fire Watch shall be at the discretion of the Fire Chief. Contractors are responsible for providing fire watch service for their work on a scale established and in conjunction with the Fire Chief at the pre-work conference.

- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation shall be assured and all sources of ignition are to be eliminated. The Fire Chief is to be informed prior to and at the cessation of such work.

#### 1.11 . QUESTIONS AND/OR CLARIFICATION

- .1 Any questions or clarification on Fire Safety in addition to the above requirements shall be directed to and cleared through the Fire Chief.

#### 1.12 FIRE INSPECTION

- .1 Fire Chief shall be allowed unrestricted access to work site.
- .2 The Contractor shall co-operate with the Fire Chief during routine inspections of the work site.
- .3 The Contractor shall immediately remedy all unsafe fire situations identified by the Fire Chief.

END OF SECTION

### 1.01 GENERAL

- .1 Contractors will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.

### 1.02 DISPOSAL OF WASTES

- .1 Do not bury rubbish or waste on site. All wastes must be disposed of in designated containers.
- .2 All potential hazardous wastes must be disposed of in a proper manner.

### 1.03 SPILL PROTECTION

- .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. fuels, oils, lubricants, etc.).
- .2 In the event of a spill the Contractor will immediately take corrective action to clean up the material.
- .3 In the event of a spill of over one litre of a hazardous material, the Contractor will immediately inform proper authorities at the 5 CDSB Gagetown firehall, Tel 1-506-422-2106 and take necessary remedial action.

END OF SECTION

#### 1.01 GENERAL

- .1 Use new material unless otherwise specified.
- .2 Use products of one manufacturer for material of same type or classification unless otherwise specified.
- .3 Provide material and equipment of specified design and quality, conforming to published ratings for which replacement parts are readily available.

#### 1.02 MANUFACTURERS INSTRUCTIONS

- .1 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
- .2 Notify Engineer in writing of any conflict between these specifications and manufacturers instructions. Engineer will designate which document is to be followed.

#### 1.03 FASTENINGS GENERAL

- .1 Provide metal fastenings and accessories in same texture, colour and finish as base metal in which they occur. Prevent electrolytic action between dissimilar metals. Use non-corrosive fasteners, anchors and spacers for securing exterior work.
- .2 Space anchors within limits of load bearing or shear capacity and ensure that they provide positive permanent anchorage.
- .3 Fastenings which cause spalling or cracking are not acceptable.

#### 1.04 DELIVERY AND STORAGE

- .1 Deliver, store and maintain packaged material and equipment with manufacturer's seals and labels intact.
- .2 Prevent damage, adulteration and soiling of material and equipment during delivery, handling and storage. Immediately remove rejected material and equipment from site.
- .3 Store material and equipment in accordance with suppliers instructions.
- .4 Damaged surfaces or any damaged material will be replaced at the contractor's expense.

#### 1.05 ACCEPTABILITY OF MATERIAL

- .1 Requests for "acceptance" of materials in addition to those presently established as "acceptable" by Contract documents shall be submitted in writing. The request must be supported with sufficient product information to enable the engineer to make an assessment.

#### 1.06 AUGER TRUCK

- .1 Auger truck means, special multipurpose vehicle-mounted machines, commonly

known as digger-derricks. These machines are primarily designed to accommodate components which dig holes, set poles, and position materials and apparatus. Digger derrick trucks designed, built and maintained in accordance with ANSI/ASSE A10.31 standards for "Construction and Demolition Operations - Safety Requirements, Definitions and Specifications for Digger Derricks.

- .1 Auger truck (Derrick-Digger) will be complete with sufficient tools and equipment for the safe operation and installation of Chain Link Fence.
- .2 Hydraulic operated auger, with sufficient auger bits to drill holes.
- .3 Truck to be fitted with stabilizer legs

#### 1.07 SKID STEER

- .1 Skid Steer will be trac type. Skid steer will be complete with attachments for fence installation.

END OF SECTION

### 1.01 WORK INCLUDED

- .1 Install or repair chain link fencing and roller and swing gates as requested on Call Up Form CF - 942.

### 1.02 REFERENCE STANDARDS

- .1 Unless otherwise specified, install chain link fence in accordance with:
  - .1 N/CGSB-138.1-96, Fabric for Chain link Fence;
  - .2 N/CGSB-138.2-96, Steel Framework for Chain Link Fence;
  - .3 N/CGSB-138.3-96, Installation of Chain Link Fence; and
  - .4 N/CGSB-138.4-96, Gates for Chain Link Fence.
- .2 Unless otherwise specified, galvanizing in accordance with:
  - .1 TM A90/A90M-01, Standard Test Method for Weight (Mass) of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings;
  - .2 TM A 121-99, Standard Specification for Zinc-coated (Galvanized) Steel Barbed Wire; and
  - .3 N/CSA-G164-M92(R2003), Hot Dip Galvanizing of Irregularly Shaped Articles.
- .3 Concrete Materials and Methods of Concrete Construction in accordance with CAN/CSA-A23.1-04/A23.2-04 unless otherwise specified.

### 1.03 MATERIALS

- .1 Concrete: concrete mix designed to produce 32 MPa minimum compressive strength at 28 days and containing 20 mm maximum size coarse aggregate, with water/cement ratio for Class C2 exposure and 40 mm slump at time and point of deposit, 5 to 8% air entrainment, minimum cement content 324 kg /m3.
- .2 Chain link fence fabric, post and rails to match existing unless otherwise specified by the Engineer.
- .3 All fencing materials to be equivalent match or be approved alternative to the existing.

### 1.04 FINISHES

- .1 Galvanizing:
  - .1 For chain link fabric to CAN/CGSB-138.1 Grade 2;
  - .2 For pipe: 600 g/m2 minimum to ASTM A90;
  - .3 For barbed wire: to ASTM A121, Class 2; and
  - .4 For other fittings: to CAN/CSA-G164.

### 1.05 DEMOLITION

- .1 Remove, dispose of and replace damaged fence, posts, rails, fittings, angle barb arms, gate and footings as required and approved by the Engineer.

### 1.06 GRADING

- .1 Remove debris and correct ground undulations along fence line to obtain smooth uniform gradient between posts. Provide clearance between bottom

of fence and ground surface neither less than 40 mm nor more than 75 mm.

#### 1.07 INSTALLATION/ REPAIR OF FENCE

- .1 Erect fence along lines as directed by Engineer and in accordance with CAN/CGSB-138.3.
- .2 Excavate line post holes 250 mm (10 in.) diameter to 1200 mm (4 ft.) depth and end/standard gate posts 350 mm (14 in.) diameter to 1371 mm (4.5 ft.) depth by methods approved by Engineer.
- .3 Space line posts 3 m apart, measured parallel to ground surface.
- .4 Space straining posts at equal intervals not exceeding 150 m if distance between end or corner posts on straight continuous lengths of fence over reasonably smooth grade is greater than 150 m.
- .5 Install additional straining posts at sharp changes in grade and where directed by Engineer.
- .6 Install corner post where change in alignment exceeds 10°.
- .7 Install end posts at end of fence and at buildings. Install gate or roller posts on both sides of gate opening.
- .8 Pour concrete to earth in mechanically augered holes with smooth cylindrical sides or use sonotubes if required for soil conditions. Embed posts into concrete to minimum 0.76m (2.5 ft.) depth for line posts and minimum 1.07m (3.5 ft.) depth for terminal or standard gate posts. Extend concrete 25 mm above ground level and slope to drain away from posts. Brace to hold posts in plumb position and true to alignment and elevation until concrete has set.
- .9 In very poor and wet soil conditions drive posts into ground 1371 mm (4.5 ft.) with no concrete foundation.
- .10 Install brace between end and gate posts and nearest line post, placed in centre of panel and parallel to ground surface. Install braces on both sides of corner and straining posts in similar manner.
- .11 Install overhang tops and caps.
- .12 Install top rail between posts and fasten securely to posts and secure waterproof caps
- .13 Install bottom tension wire, stretch tightly and fasten securely to end, corner, gate and straining posts with turnbuckles and tension bar bands.
- .14 Lay out fence fabric. Stretch tightly to tension recommended by manufacturer and fasten to end, corner, gate and straining posts with tension bar secured to post with tension bar bands spaced at 300 mm intervals. Knuckled selvedge at bottom. Twisted (barbed) selvedge at top.
- .15 Secure fabric to top rails, line posts and bottom tension wire with tie wires at 450 mm intervals. Give tie wires minimum two twists.
- .16 Install barbed wire strands and clip securely to lugs of each bracket.

#### 1.08 INSTALLATION AND FABRICATION OF GATES

- .1 Install gates as directed by Engineer.
- .2 Set swing gate bottom 75 to 125 mm (3 to 5 in.) above ground surface.
- .3 Set roller gate bottom approximately 200 mm (8 in.) above ground surface.
- .4 All new gates will be fabricated off site before arriving on site. No fabrication of new gates on site will be acceptable. Only minor on site repairs for existing gates are acceptable.

#### 1.09 TOUCH-UP

- .1 Repair damaged galvanized surfaces. Clean damaged surfaces with wire brush removing loose and cracked coatings. Apply two coats of organic zinc-rich paint to damaged areas. Pre-treat damaged surfaces according to manufacturer's instructions for zinc-rich paint.

END OF SECTION